

NOT FOR PUBLICATION

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

CLOSED

CROWN FINANCIAL SOLUTIONS,
LLC, improperly plead as CROWN
FINANCIAL SERVICES

Hon. Dennis M. Cavanaugh

Plaintiff,

ORDER

v.

Civil Action No. 07-5153(DMC)(MF)

VARGAS REALTY, HENRY
VARGAS, and CFA CAPITAL
PARTNERS, INC.,

Defendants.

DENNIS M. CAVANAUGH, U.S.D.J.:

This matter comes before the Court upon a motion for summary judgment by Crown Financial Solutions (“Plaintiff”) filed March 22, 2012 (ECF No. 59). Pursuant to Federal Rule Civil Procedure 78, no oral argument was heard. After considering all submissions and based upon the following;

WHEREAS this action commenced on October 26, 2007;

WHEREAS the instant motion for summary judgment is unopposed;

WHEREAS the testimony Defendant Henry Vargas (“Vargas”) establishes a consulting agreement between Plaintiff and Defendant;

WHEREAS Defendant has breached his contractual obligations by failing to compensate Plaintiff;

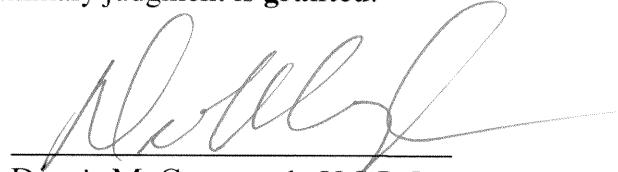
WHEREAS summary judgment is granted only if all probative materials of record, viewed with

all inferences in favor of the non-moving party, demonstrate that there is no genuine issue of material fact and that the movant is entitled to judgment as a matter of law. See FED. R. CIV. P. 56(c); Celotex Corp. v. Catrett, 477 U.S. 317, 330 (1986);

WHEREAS there is no genuine issue of material fact as to the existence of a contract between the parties;

IT IS on this 4 day of October, 2012;

ORDERED Plaintiff's motion for summary judgment is **granted**.



Dennis M. Cavanaugh, U.S.D.J.

Original: Clerk
cc: Honorable Mark Falk
All Counsel of Record
File